

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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CITY OF ALMATY, KAZAKHSTAN and :  
BTA BANK, JSC, :

Plaintiffs, :

-against- :

FELIX SATER, DANIEL RIDLOFF, BAYROCK :  
GROUP INC., GLOBAL HABITAT SOLUTIONS, :  
INC., RRMI-DR LLC, FERRARI HOLDINGS :  
LLC, and MEM ENERGY PARTNERS LLC, :

Defendants. :  
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19 Civ. 2645 (AJN) (KHP)

**DECLARATION OF**  
**JILL LEVI IN**  
**OPPOSITION TO**  
**MOTION TO COMPEL**

**JILL LEVI**, declares under penalty of perjury, that the following is true and correct:

1. I am a member of Todd & Levi, LLP, attorneys for Defendants Felix Sater (“Sater”), Bayrock Group Inc., (“Bayrock”) and Global Habitat Solutions, Inc. (“Global Habitat,” together with Sater and Bayrock, the “Sater Defendants”). I submit this Declaration in Opposition to Plaintiffs’ Motion to Compel (the “Motion”) Responses to Plaintiffs’ Third Request for Production of Documents (the “Third Request”) and in response to the Declaration of Matthew Schwartz dated December 11, 2020 (the “Schwartz Decl”).

2. On September 30, 2020, Plaintiffs served the Third Request, a copy of which is annexed as Exhibit 1 to the Schwartz Decl.

3. On October 31, 2020, the Sater Defendants served a Response to the Third Request, a copy of which is annexed as Exhibit 2 to the Schwartz Decl.

4. As part of the “meet and confer” relating to this discovery dispute, on November 10, 2020, in an email, Plaintiffs’ counsel provided a summary of certain case law (including some of the cases cited in their Moving Memorandum of Law ). Plaintiffs’ counsel did not, however, ever offer any explanation as to how the documents sought in the Third Request were relevant to the issues, claims or defenses in this action.

5. In addition, contrary to the claims in the Schwartz Decl at paragraph 5, there have been never been any “settlement discussions” between counsel for Plaintiffs and counsel for the Sater Defendants. Although the Sater Defendants, through their counsel, have tried to engage in a settlement dialogue with Plaintiffs’ counsel, all such attempts to initiate such a dialogue have been met with silence from Plaintiffs’ counsel.

6. In fact, in October 2020, we provided Plaintiffs’ counsel with proposed terms of settlement (in writing) that the Sater Defendants had exchanged with Plaintiffs’ representatives and agents. Inexplicably, other than acknowledging receipt of the proposal, Plaintiffs’ counsel failed to respond to the proposal at all or to offer any substantive response. I would hardly characterize these events as “settlement discussions,” as Mr. Schwartz has stated in his declaration.

7. At the last discovery conference before the Court, Plaintiffs’ counsel confirmed that the parties Mr. Sater had contact with regarding settlement (through either himself or his agents), exercised a level of control over the continued prosecution of Plaintiffs’ claims in this action. We also believe that such parties have control over the payment of Plaintiffs’ legal fees and expenses. Accordingly, we take issue with any

suggestion that the parties with whom Mr. Sater or his representatives have had contact are not representatives or agents of Plaintiffs.

8. For the foregoing reasons and those set forth in the Sater Defendants' Memorandum of Law In Opposition to the Motion, I respectfully request that the Motion be denied in its entirety and that the Court grant such other and further relief as it deems just and proper.

I declare under the penalties of perjury that the foregoing is true and correct.

Dated: New York, New York  
December 16, 2020

s/Jill Levi  
Jill Levi